

National City
Leasing Corporation

February 22, 1996

Vernon A. Williams
Secretary
Interstate Commerce Commission
Room 2311
12th & Constitution Ave. N.W.
Washington, D.C. 20423

Dear Mr. Williams:

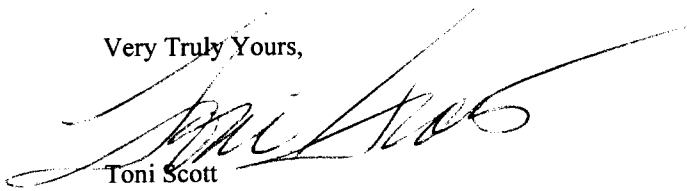
Please find enclosed for recordation an original and one copy of a Memorandum of Lease of Railroad Equipment with copies of an Amendment to Equipment Lease Schedule between National City Leasing Corporation and Westvaco Corporation dated February 12, 1996 attached. The original Equipment Lease Schedule which is amended by the enclosed was filed January 22, 1996 and bears ICC Recordation Number 19902.

You will also find enclosed our check in the amount of ~~\$41.00~~ ^{\$21.00} to cover this filing.

Please return a copy of the recorded document to my attention at the following address:

National City Leasing Corporation
101 So. Fifth St. 7th Floor
Louisville, KY 40202

Very Truly Yours,


Toni Scott
Vice President

enclosure

20.00 - refunded.

Louisville Office
P.O. Box 36040
Louisville, KY 40233-6040
502 581-5229
Fax 502 581-6488

Cleveland Office
1900 East Ninth Street - 10th Floor
Cleveland, OH 44114-3484
216 575-3265
Fax 216 575-2601

Columbus Office
155 East Broad Street
Columbus, OH 43251-0038
614 463-7434
Fax 614 463-7959

Indianapolis Office
101 W. Washington St., Suite 200 East
Indianapolis, IN 46255
317 267-3639
Fax 317 267-8899

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Copy

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

2/26/96

Toni Scott
Vice President
National City Leasing Corporation
101 So. Fifth St., 7th Floor
Louisville, KY., 40202

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/26/96 at 2:15PM, and assigned recordation number(s).

19902-A.

Sincerely yours,

Vernon A. Williams
Vernon A. Williams
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Note: A \$20.00 refund is being returned to you.

Signature

Janice M. Ford

MEMORANDUM OF LEASE
OF RAILROAD EQUIPMENT

19902-A

This Memorandum Of Lease Of Railroad Equipment ("Memorandum of Lease") made as of the 12 day of February, 1996 is intended to evidence the Amendment to Equipment Lease Schedule executed as of ^{December 29} ~~January 29~~, 1995, by Westvaco Corporation ("Lessee") and National City Leasing Corporation ("Lessor") for the purpose of satisfying the requirements of recordation with the Interstate Commerce Commission under 49 U.S.C. §11303. Equipment Lease Schedule No. 00004 dated as of December 29, 1995 to that certain Equipment Lease Agreement ("Lease") executed on March 12, 1992, on behalf of Lessee and on September 14, 1992, on behalf of BancOhio National Bank ("Bank") and thereafter assigned by Bank to Lessor by Assignment of Lease dated September 29, 1992, has been amended to provide for monthly rental payments by Lessee to Lessor commencing December 29, 1995.

In Witness Whereof, each party, pursuant to due corporate authority, has executed this Memorandum of Lease on the date indicated below its signature.

National City Leasing Corporation

By: [Signature]

Title: Vice President

Dated: FEB. 22, 1996

Westvaco Corporation

By: [Signature]

Title: Sr. V.P.

Dated: Feb 12, 1996

COMMONWEALTH OF KENTUCKY }

{ SS. }

COUNTY OF JEFFERSON }

On this ^{22nd} ~~12th~~ day of February, 1996 before me personally appeared Mary L. Scott to me personally known, who, being by me duly sworn says that he is vice pres. of National City Leasing Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public, State at Large, KY.

My commission expires Feb. 27, 1996

My Commission Expires:

[Signature]

Notary Public

STATE OF South Carolina }
COUNTY OF Charleston } SS.

On this 12th day of February, 1996 before me personally appeared B.D. Thomas to me personally known, who, being by me duly sworn says that he is Vice Pres. of **Westvaco Corporation**, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James K. Brabham
Notary Public

My Commission Expires: December 15, 2002

AMENDMENT TO EQUIPMENT LEASE SCHEDULE

CHS
FEBRUARY

This Amendment To Equipment Lease Schedule (the "**Amendment**") is dated as of the 12 day of ~~January~~, 1996 and amends that certain Equipment Lease Schedule No. 00004, dated as of December 29, 1995 (the "**Schedule**") to that certain Equipment Lease Agreement ("**Lease**") executed on March 12, 1992, on behalf of **Westvaco Corporation** ("**Lessee**") and on September 14, 1992, on behalf of BancOhio National Bank ("**Bank**") and thereafter assigned by Bank to **National City Leasing Corporation** ("**Lessor**") by Assignment of Lease dated September 29, 1992.

RECITALS:

- A. The Lease represents the right of Lessee to lease 100 ton wood chip railcars from Lessor.
- B. Section 6. of the Schedule provides for quarterly rental payments.
- C. Lessor and Lessee wish to amend the Schedule to reflect a monthly rental payments.

Now Therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Rent.** Section 6 of the Schedule shall be deleted in its entirety and the following language substituted in its place:

"6. **RENT:** Except as otherwise provided in the Lease or on this Schedule, the Rent shall be payable in two hundred forty (240) monthly installments, each in the amount of twenty-one thousand one hundred eighty and 17/100th Dollars (\$21,180.17) commencing on December 29, 1995."
2. **Ratification of Remaining Terms and Conditions.** All terms and conditions of the Lease not specifically modified in this Amendment are hereby ratified and shall continue in full force and effect.


[Remainder of page intentionally left blank.]

In Witness Whereof, the parties hereto have executed this Amendment to Equipment Lease Schooled in duplicate as of and for the date first above written. Each original executed copy hereof shall be deemed an original Amendment for any and all purposes.

LESSOR:

National City Leasing Corporation

By


J. Edward Vittitow, Senior Vice President

MARY L. SCOTT

LESSEE:

Westvaco Corporation

By


B. D. Thomas, Senior Vice President

